

<i>SERFF Tracking Number:</i>	<i>CLTR-126553452</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>National Guardian Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>45232</i>
<i>Company Tracking Number:</i>	<i>NACC POL</i>		
<i>TOI:</i>	<i>H02G Group Health - Accident Only</i>	<i>Sub-TOI:</i>	<i>H02G.000 Health - Accident Only</i>
<i>Product Name:</i>	<i>Group Accident</i>		
<i>Project Name/Number:</i>	<i>Group Accident/NACC POL</i>		

## Filing at a Glance

Company: National Guardian Life Insurance Company

Product Name: Group Accident

SERFF Tr Num: CLTR-126553452 State: Arkansas

TOI: H02G Group Health - Accident Only

SERFF Status: Closed-Approved-Closed  
Closed

Sub-TOI: H02G.000 Health - Accident Only

Co Tr Num: NACC POL

State Status: Approved-Closed

Filing Type: Form

Author: Susan Coulter

Reviewer(s): Rosalind Minor

Date Submitted: 03/23/2010

Disposition Date: 04/01/2010

Disposition Status: Approved-Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

## General Information

Project Name: Group Accident

Status of Filing in Domicile: Not Filed

Project Number: NACC POL

Date Approved in Domicile:

Requested Filing Mode:

Domicile Status Comments:

Explanation for Combination/Other:

Market Type: Group

Submission Type: New Submission

Group Market Size: Small and Large

Overall Rate Impact:

Group Market Type: Employer, Association

Filing Status Changed: 04/01/2010

Explanation for Other Group Market Type:

State Status Changed: 04/01/2010

Deemer Date:

Created By: Susan Coulter

Submitted By: Susan Coulter

Corresponding Filing Tracking Number:

Filing Description:

Accident Only Filing For Forms:

GROUP POLICY NACC POL 3/10

GROUP CERTIFICATE NACC CERT 3/10 AR

OFF-JOB DISABILITY INCOME NACCDI 3/10

24 HOUR DISABILITY INCOME NACCDI24 3/10

Dear Sir or Madam:

We are filing the attached group accident only program in your state. Benefits are provided for accidental death, accidental dismemberment, and on an indemnity basis based a type of injury (fracture, dislocation, etc) and type of

SERFF Tracking Number: CLTR-126553452 State: Arkansas  
Filing Company: National Guardian Life Insurance Company State Tracking Number: 45232  
Company Tracking Number: NACC POL  
TOI: H02G Group Health - Accident Only Sub-TOI: H02G.000 Health - Accident Only  
Product Name: Group Accident  
Project Name/Number: Group Accident/NACC POL

treatment. There are also two accident disability income riders that the policyholder may select.

Dependent's coverage is available. The predominant market will be for the employer market. Should the carrier receive an endorsement of an association, the program will also be available in that market.

The policy is an incorporated document that incorporates the provisions of the certificate to form the entire contract.

Bracketed language is either included or deleted and not amended within the brackets. Numerical ranges are included within the brackets.

National Guardian Life provides a portfolio of worksite marketing products including dental, vision and personal accident. I mention this because the enrollment material that you recently approved for a critical illness program will also be used with this program. Additional information is provided on this in the supporting documents tab under applications. If you have any questions, please call me at (609) 443-7540 or email me at [susan@coulter-and-associates.com](mailto:susan@coulter-and-associates.com)

## Company and Contact

### Filing Contact Information

Susan Coulter, Consultant [susan@coulter-and-associates.com](mailto:susan@coulter-and-associates.com)  
379 Princeton-Hightstown Rd 609-443-7540 [Phone]  
Cranbury, NJ 08512 609-443-4103 [FAX]

### Filing Company Information

(This filing was made by a third party - coulterandassociatesinc)

National Guardian Life Insurance Company	CoCode: 66583	State of Domicile: Wisconsin
Two East Gilman Street	Group Code: -99	Company Type: Life
P.O. Box 1191	Group Name:	State ID Number:
Madison, WI 53701	FEIN Number: 39-0493780	
(888) 729-5433 ext. [Phone]		

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## Filing Fees

Fee Required?	Yes
Fee Amount:	\$200.00
Retaliatory?	No
Fee Explanation:	\$50 per form - four forms
Per Company:	No

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COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
National Guardian Life Insurance Company	\$200.00	03/23/2010	35082389

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## Correspondence Summary

### Dispositions

<b>Status</b>	<b>Created By</b>	<b>Created On</b>	<b>Date Submitted</b>
Approved-Closed	Rosalind Minor	04/01/2010	04/01/2010

<i>SERFF Tracking Number:</i>	<i>CLTR-126553452</i>	<i>State:</i>	<i>Arkansas</i>
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## **Disposition**

Disposition Date: 04/01/2010

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

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<b>Schedule</b>	<b>Schedule Item</b>	<b>Schedule Item Status</b>	<b>Public Access</b>
<b>Supporting Document</b>	Flesch Certification	Approved-Closed	Yes
<b>Supporting Document</b>	Application	Approved-Closed	Yes
<b>Supporting Document</b>	authorization to file	Approved-Closed	Yes
<b>Supporting Document</b>	flesch certification	Approved-Closed	Yes
<b>Form</b>	POLICY	Approved-Closed	Yes
<b>Form</b>	CERTIFICATE	Approved-Closed	Yes
<b>Form</b>	ACCIDENTAL DISABILITY INCOME	Approved-Closed	Yes
	RIDER - OFF JOB		
<b>Form</b>	ACCIDENT DISABILITY INCOME RIDER	Approved-Closed	Yes
	- 24 HOUR		

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## Form Schedule

### Lead Form Number: NACC POL 3/10


Schedule Item	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
Approved-Closed 04/01/2010	NACC POL 3/10	Policy/Contract/Fraternal Certificate	POLICY	Initial			NACC POL 3-10 final.pdf
Approved-Closed 04/01/2010	NACC CERT 3/10	Certificate	CERTIFICATE	Initial			NACC CERT 3-10 AR.pdf
Approved-Closed 04/01/2010	NACCDI 3/10	Certificate Amendment, Insert Page, Endorsement or Rider	ACCIDENTAL DISABILITY INCOME RIDER - OFF JOB	Initial			NACCDI 3-10 final.pdf
Approved-Closed 04/01/2010	NACCDI24 3/10	Certificate Amendment, Insert Page, Endorsement or Rider	ACCIDENTAL DISABILITY INCOME RIDER - 24 HOUR	Initial			NACCDI 24 3-10 final.pdf



A Mutual Company Incorporated in 1909  
PO Box 1191 • Madison, WI 53701-1191 • Phone 800-988-0826

## GROUP ACCIDENT INSURANCE GROUP POLICY

Underwritten by: National Guardian Life Insurance Company  
Two East Gilman Street  
P.O. Box 1191  
Madison, WI 53701-1191

Administrator:   
[AlwaysCare Benefits, Inc.]  
[8485 Goodwood Boulevard  
Baton Rouge, LA 70806-7878]

In return for the application, which is attached, and payment of premium as it becomes due, National Guardian Life Insurance Company (called "We," "Our," and "Us") agrees to pay the benefits described in the Policy.


This Policy is issued to the Policyholder. It takes effect at 12:01 a.m. at the Policyholder's principal address shown on the application on the Policy Effective Date. The Effective Date is shown on the Policy Schedule. This Policy may be continued in force by payment of premium at the rates We establish until the insurance ends as provided.

**The following documents are made part of this Policy: the provisions of the attached Certificates; all riders; all endorsements; and all amendments issued on and after the Effective Date.**

This Policy is governed by the laws of the jurisdiction shown below.

<b>POLICYHOLDER:</b>	[Group Name]
<b>GROUP POLICY NUMBER:</b>	[Group Number]
<b>POLICY EFFECTIVE DATE:</b>	[November 1, 2004]
<b>ANNIVERSARY DATE:</b>	[November 1, 2005]
<b>JURISDICTION:</b>	[Louisiana]
<b>PREMIUM DUE DATE:</b>	[1 <sup>st</sup> of every Month]
<b>COVERAGE PROVIDED:</b>	[See Incorporated Certificate's Schedule of Benefits]
<b>INITIAL TERM:</b>	[12 Months]

Signed for National Guardian Life Insurance Company

  
[Sherri Kliczak, Secretary]

  
[John Larson, President]

**NON-PARTICIPATING**  
**THIS POLICY IS A LEGAL CONTRACT BETWEEN YOU AND US.**  
**THIS POLICY PROVIDES COVERAGE FOR LOSSES DUE TO ACCIDENTS ONLY.**  
**IT DOES NOT PROVIDE COVERAGE FOR SICKNESS OR LOSSES DUE TO SICKNESS.**

**READ THE POLICY CAREFULLY.**



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## PART I: PREMIUMS

### A. PREMIUM SCHEDULE

[Minimum Number of Insureds: XX insured members]

[Minimum Participation Level: XX%]

Plan Year: [Calendar Year Basis][Policy Year Basis]

Premium Schedule:

Initial Premium Rate is guaranteed for Initial Term: From \_\_\_\_\_, 200\_\_ to \_\_\_\_\_, 200\_\_.]

**Initial Term** - The period following the group's initial Effective Date and shown in the Schedule. Rates are guaranteed not to change during this period.

**B. PAYMENT OF PREMIUMS:** The premiums due under this Policy are payable in advance directly to Us at the Administrator's Office. The first premium is due on the Effective Date of this Policy. Premiums after the first are due on the Premium Due Date shown on the face page of this Policy. Premiums are remitted to Us in one of two ways:

1. the Member contributes to the cost of the insurance through the Policyholder, who then submits payment to Us; or
2. the Member pays the premiums directly to Us.

The Certificate Schedule of Benefits shows the method of premium payment.

The payment of any premium will not maintain the insurance in force beyond the day next following the Premium Due Date, except as provided under the GRACE PERIOD provision.

**C. PREMIUM ADJUSTMENTS:** When additional or increased insurance begins or insurance ends and such change is due to a change in the terms of this Policy, any adjustment in the premium will be made as of the date the change is effective. Otherwise, any adjustment in premium will be made on the Premium Due Date which occurs on or next follows the date of change (or the first day of the calendar month which occurs on or next follows the date of change if premiums are payable other than monthly).

Upon agreement between the Policyholder and Us, the mode of premium payment may be changed as of any Premium Due Date.

**D. PREMIUM CALCULATION:** The total premium for insurance coverage under this Policy is the sum of the premiums for each Insured.

**E. CHANGES IN PREMIUM RATES:** Premium rates are guaranteed for the Initial Term that the Policy is in force beginning on the Effective Date. After the first policy anniversary, rates may be changed on any premium due date subject to advanced written notice of [45, 60] days. Rates may be changed for the following reasons:

1. Changes in plan design;
2. Adding or removing divisions or subsidiaries of the Policyholder;
3. The number of insured Members changes by 20% or more;
4. Newly affected laws impact the Policy;
5. The group participation level falls below its required participation level; [or]
6. [Emerging credible experience of the Policy] *{large group language}* [or a block of business as a whole through the use of community rating] *{small group language}*.

**F. GRACE PERIOD:** A Grace Period of 31 days (without interest charge) is granted for the payment of any premium due after the first. This Policy will continue in effect during this period unless the Policyholder has given written notice to Us that the insurance under this Policy is to be ended on the first day before the Grace Period would otherwise start. If the

premium is not paid by the end of the Grace Period, all insurance under this Policy will end on the last day of the Grace Period. The Policyholder [or the Member if he or she pays the premium directly to Us] will owe Us premium then due and unpaid including the premium for the Grace Period.

If the Policyholder gives Us written notice that insurance under this Policy is to be ended during the Grace Period, all insurance will end on the date We receive the written notice or the date specified, if later.

The Policyholder will owe Us the pro-rata premium for the time the insurance was in effect during the Grace Period.

**[PART II: CONTINUING INSURANCE ON ACTIVE MEMBERS ABSENT FROM WORK**

Coverage may be continued on Active Members absent from work subject to the following provisions. If an Active Member is absent from work because of injury, sickness, approved leave of absence or temporary lay-off, or is placed on part-time employment, the Employer, acting on a basis which does not discriminate for or against any person, may consider the Active Member as still employed until the Employer notifies Us differently or stops paying premiums for the Active Member. However, in any event, insurance cannot be continued in this way for longer than the Maximum Continuation Period stated below.

**FOR ABSENCE DUE TO:      MAXIMUM CONTINUATION PERIOD:**

[Temporary Lay-Off	One Year]
[Approved Leave of Absence	One Year]
[Part-Time Employment	One Year]
[Injury or Sickness	One-year periods, each of which begins on the Anniversary Date of this Policy, subject to the following conditions: <div><div>1. The first period begins on the date the Active Member stops Active Work due to injury or sickness and ends on the next following Anniversary Date of this Policy (up to six months);</div><div>2. Request to continue insurance must be made by the Employer to Us within 31 days before each Anniversary Date.]]</div></div>

**PART III: WHEN INSURANCE UNDER THIS POLICY ENDS**

By giving the Policyholder written notice at least 60 days in advance, We have the right to terminate this Policy and end coverage under this Policy as follows:

- 1. The Policyholder fails to pay the premium when due, subject to the Grace Period Provision;
- 2. If participation falls below the Minimum Participation Level;
- 3. If the Policyholder commits fraud or a material misrepresentation in obtaining the Policy; or
- 4. If the number of covered Insured Persons falls below the Minimum Number of Insureds.

All insurance or any part may be ended on any date by mutual agreement between the Policyholder and Us.

After the Initial Term, the Policy shall continue on a 12 month basis. It will automatically renew on the first day of each renewal period unless We have given to the Policyholder at least 60 days advance written notice of cancellation.

**Cancellation:** We may cancel the Policy at any time by providing at least 60 days advance written notice to the Policyholder. The Policyholder may cancel the Policy at any time by providing written notice to Us, effective upon Our

receipt on the notice or the date specified in the notice, if later. In the event of such cancellation by either Us or the Policyholder, We shall promptly return on a pro rata basis any unearned premium paid as required by the law of the state in which the Policy is issued. The Policyholder shall promptly pay on a pro rata basis the earned premium which has not been paid, if any.

Insurance will end as provided above without the consent of, or notice to, any Insured Person.

#### **PART IV: GENERAL PROVISIONS**

**A. ENTIRE CONTRACT:** The entire contract consists of:

1. this Policy;
2. the application of the Policyholder;
3. the provisions shown in the Certificate;
4. the Insured enrollment forms; and
5. riders and endorsements, if any, adding or changing the provisions of the Policy or Certificate.

A copy of the Policyholder's application is attached to this Policy on the date it is signed. All statements made in the applications, in the absence of fraud, are representations and not warranties. No statement made by an Insured under this Policy will be used to void insurance or deny a claim unless a copy of the statement is or has been given to that Insured or to his or her personal representative, if any.

**B. INCONTESTABILITY:** This Policy will be incontestable, except for non-payment of premium, after it has been in force for two years.

**C. CHANGES IN POLICY:** The terms of this Policy can be changed only by written agreement between the Policyholder and Us. Agreement for Us can only be made by Our President or Our Secretary. Any changes will be made without the consent of, or notice to, any Insured or Beneficiary, if any. No agent has authority to make this Policy or to change, alter or amend any of its terms or provisions in any way.

**D. CONFORMITY WITH LAW:** If any provision of this Policy is contrary to the law of the jurisdiction in which it is delivered, such provision is hereby amended to conform to that law.

**E. POLICY NON-PARTICIPATING:** This Policy is not entitled to share in the surplus earnings of Our company.

**F. INFORMATION TO BE FURNISHED BY POLICYHOLDER:** The Policyholder will furnish Us with all information which pertains to this Policy. Failure to furnish Us with such information without good and sufficient cause will permit Us to terminate this Policy. We may inspect at all reasonable times (while this Policy is in effect and thereafter until all rights and payments have been made) any records of the Policyholder which have a bearing on the insurance or premiums.

**G. CLERICAL ERROR:** Clerical error (whether by the Policyholder or Us) in keeping records having to do with this Policy, or delays in making entries on the records, will not void the insurance of any person if that insurance would otherwise have been in effect. Such clerical error will not extend the insurance of any person if that insurance would otherwise have ended or been reduced as provided by this Policy.

When a clerical error is found, premiums and benefits will be adjusted based on the true facts and this Policy.

**H. POLICYHOLDER NOT AGENT:** The Policyholder will in no event be considered Our agent for any purpose under this Policy.

**I. ASSIGNMENT:** No assignment of this Policy is binding upon Us unless We agree to it in writing and not until it is filed with Us at Our Home Office.

**J. INDIVIDUAL CERTIFICATES:** We will issue to the Policyholder, to make available to each person insured under this Policy, a Certificate of insurance that describes the essential features of this Policy. The Certificate may be made available electronically. The word Certificate includes Certificate riders and Certificate supplements, if any.

**K. ADDITIONAL INSUREDS:** The following will be added to the group originally insured under the Policy:

1. All new persons becoming eligible to and applying for insurance in such group or class, including new members of a family; and
2. Any persons required to be provided coverage under federal law who apply for insurance in such group or class.

**L. LEGAL ACTIONS:** No legal action may be brought to recover on the Policy before sixty (60) days after written proof of loss has been furnished as required by the Policy. No such action may be brought after three (3) years from the time written proof of loss is required to be furnished.

**M. INCORPORATION PROVISION:** The provisions of the attached Certificate of Insurance, any Rider(s), and any Endorsement(s), including any Rider or Endorsement added after the Policy is issued are incorporated into and made a part of this Policy. The Certificate(s) and Rider(s) attached to this Policy will control each Insured Person's coverage eligibility, effective date, termination date, benefits, limitations and exclusions.



A Mutual Company Incorporated in 1909  
PO Box 1191 • Madison, WI 53701-1191 • Phone 800-988-0826

## GROUP ACCIDENT INSURANCE CERTIFICATE

Underwritten by: National Guardian Life Insurance Company  
Two East Gilman Street  
P.O. Box 1191  
Madison, WI 53701-1191

Administrator:   
[8485 Goodwood Boulevard  
Baton Rouge, LA 70806-7878]

This Certificate explains the Group Accident insurance coverage under the Group Policy (the Policy) issued to the Policyholder.

The Policyholder and the Group Policy Number are shown in the Certificate Schedule page.

This, together with the Schedule of Benefits, forms Your Certificate of Insurance while covered under the Policy. It replaces any previous Certificates of Insurance issued under the Policy to You.

This Certificate provides a general description of Your Group Accident benefits. All benefits are governed by the terms and conditions of the Policy. The Policy alone constitutes the entire contract between the Policyholder and Us. You may examine the Policy during regular business hours by contacting the Policyholder.

**Signed for National Guardian Life Insurance Company**



**Sherri Kliczak, Secretary**



**John Larson, President**

### NON-PARTICIPATING

**THIS CERTIFICATE PROVIDES COVERAGE FOR LOSSES DUE TO ACCIDENTS ONLY.**

**IT DOES NOT PROVIDE COVERAGE FOR SICKNESS OR  
LOSSES DUE TO SICKNESS.  
PLEASE READ YOUR CERTIFICATE CAREFULLY**

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## PART I. CERTIFICATE SCHEDULE

**[Insured:** [John Doe and his or her Eligible Dependents] ]

**[Certificate Number:** 12345]

**Policyholder:** [Group Name]

**[Policyholder's Address:** [Address]

**Group Policy Number:** [12345]

**Your Effective Date:** [August 1, 2001]

**Initial Term:** [12 Months]

**Plan Year:** [Calendar Year][Policy Year]

**Eligible Classes:** [Class 1: All full-time Members working at least [30] hours per week after completing [60] days of service.  
Class 2: Part-time Members who work at least [17.5] hours per week, but less than 30 hours per week and have completed [60] days of service.]  
[As defined by the Policyholder]  
[Member in good standing as determined by the Policyholder]  
[Dependents of the Member]

**Service Waiting Period:** [60] [Days] [Months] from the first day of Active Work] [60] [Days] [Months] from the date a person first became a Member in good standing of the Policyholder.]

**Plan Type:** [24 Hour Coverage] [Off Job Only] [On Job Only]

**Mode of Premium Payment:** [MONTHLY]

**Method of Premium Payment:** [Remitted by Policyholder] [Remitted by Insured To Us]

**[Premium Due Date:** 1<sup>st</sup> of every month]

**[Premium Amount:** [\$xx.xx]



## PART II. SCHEDULE OF BENEFITS

### [ACCIDENTAL DEATH BENEFITS

Death Benefits	Member Amount of Insurance	Spouse Amount of Insurance	Child(ren) Amount of Insurance
Accidental Death	[\$100,000]	[\$100,000]	[\$25,000]
Common Carrier Accidental Death	[\$200,000]	[\$200,000]	[\$25,000]

[Spouse Accidental Death Coverage amount is equal to [0%-100%; \$XXXX] of Your coverage amount]

[Child(ren) Accidental Death Coverage amount is equal to [0%-100%; \$XXXX] of Your coverage amount]

]

### [ACCIDENTAL DISMEMBERMENT BENEFITS

Dismemberment Benefits	Member Amount of Insurance	Spouse Amount of Insurance	Child(ren) Amount of Insurance
Both Hands, both feet, sight of both eyes, or any combination of two or more	[\$20,000]	[\$20,000]	[\$20,000]
Loss of One hand or arm	[\$10,000]	[\$10,000]	[\$10,000]
Loss of One foot or leg	[\$10,000]	[\$10,000]	[\$10,000]
Loss of Sight of one eye	[\$10,000]	[\$10,000]	[\$10,000]
Quadriplegia (total paralysis of both upper and lower limbs)	[\$12,500]	[\$12,500]	[\$12,500]
Paraplegia (total paralysis of both lower limbs)	[\$7,500]	[\$7,500]	[\$7,500]
Hemiplegia (total paralysis of both upper and lower limbs of one side of the body)	[\$7,500]	[\$7,500]	[\$7,500]
Uniplegia (total paralysis of one limb)	[\$5,000]	[\$5,000]	[\$5,000]
Loss of two or more fingers, toes or any combination of two or more losses	[\$3,000]	[\$3,000]	[\$3,000]
Loss of One finger or toe	[\$1,500]	[\$1,500]	[\$1,500]

[Spouse Accidental Dismemberment Coverage amount is equal to [0% - 100%; \$XXXX] of Your coverage amount]

[Child(ren) Accidental Death Coverage amount is equal to [0% - 100%; \$XXXX] of Your coverage amount]

]

### [CATASTROPHIC ACCIDENT BENEFIT

Catastrophic Accident	Member Amount of Insurance	Spouse Amount of Insurance	Child(ren) Amount of Insurance
Loss of sight in both eyes	[\$100,000]	[\$100,000]	[\$25,000]
Loss of use of one arm and one leg	[\$100,000]	[\$100,000]	[\$25,000]
Loss of both hands or arms	[\$100,000]	[\$100,000]	[\$25,000]
Loss of both feet or legs	[\$100,000]	[\$100,000]	[\$25,000]
Loss of one hand and one foot	[\$100,000]	[\$100,000]	[\$25,000]

Loss of Hearing of both ears	[\$100,000]	[\$100,000]	[\$25,000]
Loss of the ability to speak	[\$100,000]	[\$100,000]	[\$25,000]

[Spouse Catastrophic Accident Coverage amount is equal to [0-100%; \$XXXX] of Your coverage amount]

[Child(ren) Catastrophic Accident Coverage amount is equal to [0-100%; \$XXXX] of Your coverage amount]

#### **[REDUCTION DUE TO AGE:**

[The Catastrophic Accident benefit payout will be reduced by [50%] if the accident occurs between the ages of [65 – 69.]

[The following age reduction rules apply to Your [and Your Spouse's] Accidental Death and Accidental Dismemberment Amount of Insurance:

- [Option 1: 50% at 65]**
- [Option 2: 50% at 70]**
- [Option 3: 50% at 65; 50% at 70]**

The premium after the reduction in Amount of Insurance remains the same as the premium for the previous Amount of Insurance before the reduction is taken.

Reduced amounts of Accidental Death and Dismemberment Insurance will be rounded to the next higher multiple \$1,000, if not already such a multiple.]

#### **[DISLOCATION BENEFITS**

<b>Dislocation Benefits</b>	<b>Closed/Open Reduction Amount of Insurance</b>		
	<b>Member</b>	<b>Spouse</b>	<b>Child(ren)</b>
Hip	[\$2,500/\$5,000]	[\$2,500/\$5,000]	[\$2,500/\$5,000]
Knee (except patella)	[\$1,250/\$2,500]	[\$1,250/\$2,500]	[\$1,250/\$2,500]
Ankle-bone(s) of foot (except toes)	[\$1,000/\$2,000]	[\$1,000/\$2,000]	[\$1,000/\$2,000]
Collarbone (sternoclavicular)	[\$600/\$1,200]	[\$600/\$1,200]	[\$600/\$1,200]
Lower Jaw, Shoulder, Elbow or Wrist	[\$350/\$700]	[\$350/\$700]	[\$350/\$700]
Hand bone(s) (except fingers)	[\$350/\$700]	[\$350/\$700]	[\$350/\$700]
Collarbone (Acromioclavicular and separation)	[\$125/\$250]	[\$125/\$250]	[\$125/\$250]
One finger or one toe	[\$125/\$250]	[\$125/\$250]	[\$125/\$250]

[Spouse Dislocation Coverage amount is equal to [0-100%] of Your coverage amount]

[Child(ren) Dislocation Coverage amount is equal to [0-100%] of Your coverage amount]]

## [FRACTURE BENEFITS

Fracture Benefits	Closed/Open Reduction Amount of Insurance		
	Member	Spouse	Child(ren)
Skull-depressed (except bones of the face or nose)	[\$2500/\$5000]	[\$2500/\$5000]	[\$2500/\$5000]
Skull-simple (except bones of the face or nose)	[\$1250/\$2500]	[\$1250/\$2500]	[\$1250/\$2500]
Hip or thigh (femur)	[\$1750/\$3500]	[\$1750/\$3500]	[\$1750/\$3500]
Pelvis (except coccyx), Vertebrae (except processes) , Leg (tibia and/or fibula),	[\$1000/\$2000]	[\$1000/\$2000]	[\$1000/\$2000]
Vertebral processes	[\$350/\$700]	[\$350/\$700]	[\$350/\$700]
Arm, between shoulder and elbow (shaft)	[\$425/\$850]	[\$425/\$850]	[\$425/\$850]
Upper Jaw, Maxilla (except Alveolar Process)	[\$425/\$850]	[\$425/\$850]	[\$425/\$850]
Shoulder blade (scapula), Collarbone (clavicle, sternum)	[\$350/\$700]	[\$350/\$700]	[\$350/\$700]
Knee cap (patella), Ankle, Foot (except toes)	[\$350/\$700]	[\$350/\$700]	[\$350/\$700]
Forearm (radius or ulna), hand or wrist (except fingers)	[\$350/\$700]	[\$350/\$700]	[\$350/\$700]
Lower jaw (except alveolar process)	[\$350/\$700]	[\$350/\$700]	[\$350/\$700]
Rib	[\$300/\$500]	[\$300/\$500]	[\$300/\$500]
Bones of face or nose	[\$425/\$850]	[\$425/\$850]	[\$425/\$850]
Finger , Toe	[\$75/\$150]	[\$75/\$150]	[\$75/\$150]
Coccyx	[\$250/\$500]	[\$250/\$500]	[\$250/\$500]

[Spouse Dislocation Coverage amount is equal to [0-100%] of Your coverage amount]

[Child(ren) Dislocation Coverage amount is equal to [0-100%] of Your coverage amount]]

## [ACCIDENT HOSPITAL & MEDICAL BENEFITS FOR INSURED PERSONS

Hospital & Medical Benefits	Amount of Insurance
Hospital Admission- per Admission	[\$1000]
Daily Hospital Confinement	[\$300]
Daily Hospital Intensive Care Unit Confinement	[\$750]
Ambulance (ground)	[\$100]
Air Ambulance	[\$500]
[Outpatient Medical Expenses]	[\$300]
[Blood, plasma, platelets ]	[\$300]
[Emergency Room Treatment]	[\$200]
Burn Benefits	Amount of Insurance
2 <sup>nd</sup> degree burn, [36%] of body	[\$1000]
3 <sup>rd</sup> degree burn, [9 – 34] square inches	[\$2000]
3 <sup>rd</sup> degree burn, [35+] square inches	[\$12500]

[Skin Grafts	[25%/50%] of burn benefit
<b>Laceration Benefits</b>	<b>Amount of Insurance</b>
Laceration up to 2", stitches	\$75
Laceration 2" to 6", stitches	\$250
Laceration over 6", stitches	\$500
[Laceration no stitches	\$50
<b>Other</b>	<b>Amount of Insurance</b>
Concussion	[\$150]
Emergency Dental work, extraction	[\$75]
Emergency Dental work, repair/crown	[\$200]
Eye Injury, removal of foreign body or surgery	[\$250]
Tendons / Ligaments / Rotator Cuff	
Repair of one	[\$500]
Repair of more than one	[\$700]
Ruptured Disc	
1 <sup>st</sup> year of coverage	[\$250]
Thereafter	[\$500]
Torn Knee Cartilage	
1 <sup>st</sup> year of coverage	[\$300]
Thereafter	[\$600]
Exploratory Arthroscopic Surgery	[\$150]
[Physical Therapy – per visit	[\$25]
[Accident follow-up treatment	[\$75]
[Appliances	[\$150]
[Prosthesis device / artificial limb	
One prosthetic device/artificial limb	[\$600]
More than one prosthetic device/artificial limb	[\$1250]
[Wellness Benefit	[\$50]
[Transportation	[\$400]
[Lodging	[\$150]

]

**[BENEFIT RIDERS:**

**[ACCIDENT TOTAL DISABILITY BENEFIT RIDER FORM# [NACCDI24] or [NACCDI]:**

Total Disability Benefit	[Off the Job Only]	[24 Hour]
Monthly Benefit Amount	[\$500, \$1000, \$1500, \$2000]	[\$500, \$1000, \$1500, \$2,000]]
Benefit Period	[3, 6, 9, 12] months	[3, 6, 9, 12] months
Benefit Waiting Period	[0, 3, 7, 14] days	[0,3, 7, 14] days

Rider Effective Date: ]

### PART III DEFINITIONS

**[24-Hour Coverage** - Coverage is provided under this Policy for Injuries resulting from Covered Accidents incurred on and off the job.]

**[Active Member** – An Actively at Work Member of the Policyholder according to such Policyholder.]

**[Active Work and Actively at Work** – The Active Member is performing all of the usual and customary duties of his or her or her job on a full-time basis for the Policyholder, as defined in the Certificate Schedule. This must be done at the Policyholder's customary place of employment or business, or at some location to which the employment requires the Active Member to travel.]

**Administrator** - The entity which provides complete service and facilities for the writing and servicing of the Policy as agreed to in a contract with Us.

**Accident or Accidental** - An unintended or unforeseen bodily Injury sustained by a Insured , wholly independent of disease, bodily infirmity, illness, infection, or any other abnormal physical condition.

**[Calendar Year** – The twelve month period beginning on January 1 and ending on December 31.]

**Claim** - A request for payment of benefits under this Certificate.

**[Confined or Confinement** - The assignment to a bed as a resident Inpatient in a Hospital on the advice of a Physician or Confinement in an observation unit within a Hospital for a period of no less than 20 continuous hours on the advice of a Physician.]

**Covered Accident** - An accident which:

1. Occurs after the later of the effective date of the Policy or an Insured 's Effective Date;
2. Occurs while this Certificate is in force;
3. Results in a Covered Loss;
4. Which is independent of all other causes, diseases or bodily infirmity; and
5. Is not excluded by name or specific description in the Certificate.

**[Covered Dependent** – Means an Eligible Dependent who is insured under this Certificate.]

**Covered Loss** - means a loss which meets the requisites of one or more benefits, results from an Injury, and for which benefits are payable under the Policy.

**Eligible Class** – Means the group of people who are eligible for coverage under the Policy as shown in the Certificate Schedule, subject to the Service Waiting Period, if any.

**Eligible Dependent** - Means a person listed below:

1. Your spouse; [or lawful Domestic Partner]
2. Your unmarried dependent child under age [18-30], who is your natural or adopted child, step-child, foster child, or child for whom you are a legal guardian and who is primarily dependent on You for support and maintenance.
- [3. Your unmarried child age [Insert same age as in 2, above] or older but less than age [21, 22, 23, 24, 25, 26, 27, 28, 29 or 30] who is:
  - a. Not regularly employed on a full-time basis;
  - b. Primarily dependent upon You for support and maintenance; and
  - c. Enrolled as a full-time student in an accredited educational institution or licensed trade school.]
- [4.] Your unmarried child who has reached age [Insert same age as in 2, above] and who is:
  - a. primarily dependent upon You for support and maintenance; and

- b. incapable of self-sustaining employment by reason of mental retardation, mental illness or disorder or physical handicap.

Proof of the child's incapacity or dependency must be furnished to Us for an already enrolled child who reaches the age limitation, or when You enroll a new disabled child under the plan.

**[Emergency Room** - A specified area within a Hospital that is designated for the emergency care of accidental Injuries. This area must:

1. Be staffed and equipped to handle trauma;
2. Be supervised and provide treatment by Physicians; and
3. Provide 24 hours a day service by registered graduate nurses (RNs).]

**Hospital** - An institution that is run for the care and treatment of sick or injured persons as Inpatients and which, on its premises or in facilities available to the Hospital on a pre-arranged basis, meets fully each of the following requirements:

1. is operated in accordance with the laws pertaining to Hospitals in the jurisdiction in which it is located;
2. is under the supervision of a medical staff and has one or more Physicians available at all times;
3. provides 24 hours a day service by registered graduate nurses (RNs); and
4. is not, other than incidentally, a place for the aged, a place for the mentally ill, or a nursing or convalescent home.

An Insured will not be considered Hospital Confined if in a special unit of a Hospital used as a nursing, rest, or convalescent home. Hospital includes a licensed ambulatory surgical facility.

**[Hospital Intensive Care Unit (ICU)** - means:

1. A specifically designated part of a Hospital called an Intensive Care Unit that provides the highest level of medical care and is restricted to patients who are critically ill or injured and who require intensive comprehensive observation and care;
2. Separate and apart from the surgical recovery room and from rooms, beds and wards customarily used for patient Confinement;
3. Permanently equipped with special lifesaving equipment for the care of the critically ill or injured;
4. Under constant and continuous observation by a specially trained nursing staff assigned exclusively to the Intensive Care Unit on a 24 hour basis; and
5. Has an assigned Physician on a full-time basis.

An ICU is not a Hospital Sub-Acute Intensive Care Unit which provides a level of medical care below intensive care, but above a regular private or semi-private room or ward.]

**[Hospital Sub-Acute Intensive Care Unit** - A place which:

1. Is a specifically designated area of the Hospital that provides a level of medical care below intensive care, but above a regular private or semi-private room or ward;
2. Is separate and apart from the surgical recovery room and from rooms, beds and wards customarily used for patient Confinement;
3. Is permanently equipped with special lifesaving equipment for the care of the critically ill or injured; and
4. Is under constant and continuous observation by a specially trained nursing staff.

A Hospital Sub-Acute Intensive Care Unit may be referred to by other names such as progressive care, intermediate care, or a step-down unit, but it is not a regular private or semi-private room, or a ward with or without monitoring equipment.]

**Immediate Family Member** – An Insured's parent, step-parent, spouse, child, step-child, brother or sister.

**Initial Term** - The period following the group's initial Effective Date and shown in the Schedule. Rates are guaranteed not to change during this period.

**Injury** - Accidental body Injury that is the direct result of a Covered Accident. Injuries must be independent of

Sickness, disease, bodily infirmity and other causes of the loss and the Accident must occur while this Certificate is in force

**Inpatient** - An Insured who is a resident patient using the room and board facilities of a Hospital.

**Insured** –You (the Insured Member) [and each Covered Dependent.]

**Late Entrant** - Any Member or Eligible Dependent enrolling more than [31] days after first becoming eligible for coverage, unless due to a change in family status as described in Section VI B, Enrollment.

**Member** - The [Employee][Member] of the Policyholder.

**[Off Job Accident** - A Covered Accident that does not occur while an Insured is working for pay or profit.

**[On Job Accident** - A Covered Accident that occurs while an Insured is working for pay or profit. On Job Accident does not include the time the Insured travels to and from work.]

**Open Enrollment Period** - the period of time specified by the Policyholder. It usually occurs once each Calendar Year but may, at the Policyholder's discretion, occur more frequently, if approved by Us.

**Outpatient** - An Insured who receive health care services or medical treatment where he or she is not admitted to a Hospital or other healthcare facility.

**Physician** - a person licensed to practice medicine in the state in which treatment is received and providing treatment or advice in accordance with the license. State law may require consideration of professional services of a practitioner other than a medical Physician. If so, the term "Physician" also includes persons recognized as qualified to treat the accidental Injury for which claim is made by the state in which treatment is received. The Physician may not be You or an Immediate Family Member.

**[Physical Therapist** - a person, other than the covered person or a family member, who:

1. Is licensed by the state to practice physical therapy;
2. Performs services which are allowed by his license;
3. Performs services for which benefits are provided by this policy; and
4. Practices according to the Code of Ethics of the American Physical Therapy Association.]

**Plan Year:** The period of time shown in the Certificate Schedule as [Calendar Year][Policy Year].

**[Policy Year:** For the first year is the period of time that begins on the Effective Date and ends on the day before the next following Policy Anniversary. For subsequent years, it is the period of time that begins on the first and each subsequent Policy Anniversary and ends on the day before the next Policy Anniversary. The Plan Year is shown in the Certificate Schedule.]

**Policyholder** - The entity stated on the front page of the Policy.

**Service Waiting Period** - The period of time a Member must wait before he or she is eligible for coverage. The Service Waiting Period, if any, is specified in the Policyholder's Group Application and shown in the Certificate Schedule.

**You or Your** – The Insured Member of the Policyholder.

## **PART IV. ELIGIBILITY AND ENROLLMENT**

### **A. ELIGIBILITY**

To be eligible for coverage under the Policy, an individual must:

1. be a in an Eligible Class of the Policyholder, as defined in the Certificate Schedule; and
2. satisfy the Service Waiting Period, if any.

The Member's Eligible Dependents are also eligible for coverage, provided that Dependent coverage is provided under the Policy.

Dual Eligibility Status: If both a Member and his or her spouse [or Domestic Partner] are in an Eligible Class of the Policyholder, [each may enroll individually or as a dependent of the other, but not as both. Any Eligible Dependent child may also only be enrolled by one parent. If the spouse [or Domestic Partner] carrying dependent coverage ceases to be eligible, dependent coverage automatically becomes effective under the other spouse's [or Domestic Partner's] coverage]. **OR** [enrollment will default to the Policyholder's rules.]

### **B. ENROLLMENT**

The term "Enrollment" means written or electronic application for coverage on an enrollment form furnished or approved by Us. Coverage will not become effective until the Members have enrolled themselves and their Eligible Dependents, and paid the required premium, if any.

[Initial Enrollment: Members should enroll themselves and their Eligible Dependents within [31 days] of the Service Waiting Period.] [Individuals who enroll after this time are considered Late Entrants.]

[Open Enrollment: Members may enroll themselves and their Eligible Dependents during an Open Enrollment Period. Other changes may also be restricted to Open Enrollment periods. ]

[Late Entrants: Members who do not enroll themselves or their Eligible Dependents within the Initial Enrollment period, may not enroll until the next Open Enrollment period unless there is a change in family status, as described below.]

Change in Family Status: Members may enroll or change their coverage if a change in family status occurs, provided written application to enroll is made within [31 days] of the event. A change in family status means any of the following events:

1. Marriage [or Domestic Partnership];
2. Divorce or legal separation;
3. Birth or adoption of a child;
4. Death of a spouse or child;
5. Other changes as permitted by the Policyholder.

## **PART V. INDIVIDUAL EFFECTIVE DATES**

Your coverage will be effective on the later of the following dates, provided that any required premium is paid to Us:

For You:

The later of:

1. The Policyholder's Effective Date, shown on the Certificate Schedule; or
2. The date You meet all the Eligibility and Enrollment requirements, subject to payment of premium when due.

[You must be Actively At Work on the date Your insurance becomes effective. (If the date that insurance was to go into effect is not a normally scheduled work day for You, You must have been Actively at Work on the last scheduled work day prior to the date insurance becomes effective under the Policy). If You are not so Actively at Work, Your insurance will be deferred until the date You are Actively at Work.]



[You must not be Hospital Confined on the date Your insurance would otherwise become effective. If You are Hospital Confined, Your insurance will be deferred until the date You are no longer Confined.]

For Your covered Dependents:

The later of:

1. The Policyholder's Effective Date, shown on the Certificate Schedule; or
2. The date Your insurance becomes effective, subject to payment of premium when due.

[The Dependent must not be Hospital Confined on the date his or her insurance would otherwise become effective. If he or she is Hospital Confined, such insurance will be deferred until the date he or she is no longer Confined.]

For Eligible Dependents acquired after Your Effective Date of coverage, by reason of marriage, [Domestic Partnership,] birth or adoption, coverage is effective [[30] days after][on] [the date such Dependent was acquired.][the date specified by the Policyholder.] Except for newborn children and adopted children, this is subject to our receipt of the required Enrollment and payment of the premium, if any.

Newborn Coverage: Any child born to You or Dependent [spouse] [or Domestic Partner] is covered from the moment of birth for 31 days or until released from the Hospital. A notice of birth, together with any additional premium, must be submitted to Us within 31 days of the birth in order to continue the coverage beyond the initial 31-day period.

Adopted Children: A child adopted by You is covered from the date of placement. Coverage will continue unless the child's placement is disrupted prior to legal adoption. A notice of placement for adoption, together with any additional premium, must be submitted to Us within 60 days of the placement in order to continue the coverage beyond the initial 60-day period.

## **PART VI. INDIVIDUAL TERMINATION DATES**

Coverage for You and all Covered Dependents stops on the earliest of the following dates:

1. The date the Policy terminates;
2. The last day of the month in which You are no longer an eligible Member;
3. [The date You are no longer Actively at Work; ]
4. The date You attain age [65, 70, 75, 80];
5. The date the maximum benefit is paid under the Policy; or
6. On any premium due date, if full payment for Your insurance is not made within 31 days following the premium due date.

In addition, coverage for each Covered Dependent stops on the earliest of:

1. The date he or she is no longer an Eligible Dependent;
2. The date We receive Your request to terminate Covered Dependent coverage. [This is subject to any limitation imposed by the Policyholder as to when a change is permitted; e.g. under an Open Enrollment period.]

Termination shall be without prejudice to any claim originating prior to the Effective Date of such termination.

## PART VII. INDIVIDUAL PREMIUMS

Members may be required to contribute, either in whole or in part, to the cost of their insurance. This is subject to the terms established by the Policyholder. Your premium contributions, if required, are remitted to Us in one of two ways:

1. You contribute to the cost of the insurance through the Policyholder, who then submits payment to Us; or
2. You pay Your premiums directly to Us.

The Certificate Schedule shows the method of premium payment.

The first premium is due on the Effective Date. Premiums after the first are due on the Premium Due Date or within the grace period.

**Grace Period:** A grace period of 31 days is granted for the payment of each premium due after the first. The coverage stays in force if the premium is paid during this grace period, unless We are given written notice that the insurance is to be ended before the Grace Period. We may require payment of any pro-rata premium for the time the insurance was in effect during the Grace Period.

**Right to Change Premiums:** Premiums are guaranteed for the Initial Term of 12 months starting on the Policy Effective Date. After the first Policy anniversary, rates may be changed on any premium due date subject to advanced written notice of [45, 60] days. All changes in rates are subject to terms outlined in the Policy.

## PART VIII. DESCRIPTION OF COVERAGE

Subject to the limitations and exclusions described in the Policy, We pay benefits as follows:

### ACCIDENTAL DEATH BENEFIT

If an Injury to an Insured due to a Covered Accident results in death within [90, 180, 365] days of the Accident causing such Injury, We will pay the Amount of Insurance shown in the Schedule of Benefits. If the Insured suffers an Accidental Death such that an Accidental Death Benefit is payable under this Policy, We will pay the beneficiary in accordance with Part X Section E. Payment of Claims. If this benefit is paid, the Common Carrier Accidental Death benefit will **not** be paid.

[The Accidental Death benefit will be reduced if the Covered Accident occurs after the age(s) specified in the Reduction Due to Age section in the Schedule of Benefits.]

### COMMON CARRIER ACCIDENTAL DEATH

If an Injury to an Insured due to a Covered Accident results in death within [90, 180, 365] days of the Accident causing such Injury, We will pay the Amount of Insurance shown in the Schedule of Benefits. A Covered Accident is one where the Insured is a fare-paying passenger on a Common Carrier. If the Insured suffers a Common Carrier Accidental Death such that a Common Carrier Accidental Death Benefit is payable under this Policy, We will pay the beneficiary in accordance with Part X Section E. Payment of Claims. If this benefit is paid, the Accidental Death benefit will **not** be paid.

Definition(s), for purposes of this benefit:

**Common Carrier** - Commercial airplanes, trains, buses, trolleys, subways, ferries and boats that operate on a regularly scheduled basis between predetermined points or cities. Taxis and privately chartered vehicles are not Common Carriers.

[The Accidental Death benefit will be reduced if the Covered Accident occurs after the age(s) specified in the Reduction Due to Age section in the Schedule of Benefits.]

### ACCIDENTAL DISMEMBERMENT BENEFIT

If:

1. Injury to an Insured due to a Covered Accident results in any one of the Covered Losses defined below; and
  2. The loss occurs within [90, 180, 365] days of the Accident,
- We will pay the Amount of Insurance shown in the Schedule of Benefits for that Covered Loss.

Definition(s), for purposes of this benefit:

**Loss of a hand** - the hand is severed through or above the wrist joint or the use of the hand is permanently lost.

**Loss of an arm** - the arm is severed through or above the elbow joint or the use of the arm is permanently lost.

**Loss of a foot** - the foot is severed through or above the ankle joint or the use of the foot is permanently lost.

**Loss of a leg** - the leg is severed through or above the knee joint or the use of the leg is permanently lost.

**Loss of a finger** - the finger is severed at the joint proximate to the first interphalangeal joint where it is attached to the hand.

**Loss of toe** - the toe is severed at the joint proximate to the first interphalangeal joint where it is attached to the foot.

**Loss of sight of one eye** - at least 80% of vision is permanently lost as determined by a Physician.

**Paralysis with regard to Quadriplegia, Paraplegia, Uniplegia and Hemiplegia**- the loss of use without severance of the applicable limbs, which is continuous and uninterrupted. Such loss must be certified by a licensed Physician to be permanent and irreversible. Loss of Use means the total and irrecoverable Loss of Use provided the Loss of Use is continuous for [12] consecutive months, and such Loss of Use is determined to be permanent and irrecoverable at the end of such period.

**Multiple Dismemberments:**

If a person loses a finger or toe and later loses a hand or foot within [90, 180, 365] days on the same side of the body as a result of the same Covered Accident, We will subtract the amount We paid for that loss of a finger or toe from the benefit We paid for the loss of a hand or foot..

[If more than one dismemberment is sustained in any one Injury, only one amount, the largest will be payable.]

[The Accidental Dismemberment benefit will be reduced if the Covered Accident occurs after the age(s) specified in the Reduction Due to Age section in the Schedule of Benefits.]

**[CATASTROPHIC ACCIDENT BENEFIT**

If:

1. Injury to an Insured due to a Covered Accident results in any one of the Catastrophic Covered Losses specified below within 365 days of the Accident;
2. The Insured is Under the Care of a Physician during the 365 day elimination period following the Accident; and
3. The Insured is alive at the end of the 365 day elimination period

We will pay the Amount of Insurance shown in the Schedule of Benefits for that Covered Loss. This benefit is payable only once in the Insured's lifetime.

Catastrophic Loss means an Injury that within 365 days of the Covered Accident results in total and irrecoverable:

- Loss of both hands or both feet; or
- Loss of both arms or both legs; or
- Loss of one hand and one foot; or
- Loss of use of one arm and one leg: The loss of use of an arm means the loss of function of the entire arm

from the shoulder to the hand. The loss of use of a leg means the loss of function of the entire leg from the hip to the foot; or

- Loss of sight in both eyes: The loss of sight means both eyes are totally blind and that no sight can be restored; or
- Loss of the hearing in both ears: The loss of hearing means deafness in both ears, such that it cannot be corrected to any functional degree by any procedure, aid or device; or
- Loss of the ability to speak: The loss of the ability to speak means loss of audible communication, such that it cannot be corrected to any functional degree by any procedure, aid or device.

The Catastrophic Accident benefit payout will be reduced by [50%] if the accident occurs between the ages of 65 – 69.]

## **DISLOCATION BENEFIT**

If:

1. An Injury to an Insured due to a Covered Accident results in a Dislocation; and
2. The Dislocation is diagnosed by a Physician within [90, 180, 365] days after the Accident; and
3. The Dislocation requires correction with anesthesia by a Physician. [It can be corrected by Open (surgical) or Closed (non-surgical) Reduction.],

We will pay the Amount of Insurance shown [for the Open or Closed Reduction] in the Schedule of Benefits.

If an Insured receives more than one Dislocation in a Covered Accident, [and requires Open or Closed Reduction], payment will be made for all Dislocations. However, payment will not exceed more than two times the amount of the joint involved which has the highest benefit amount as shown in the Schedule of Benefits.

If the Dislocation requires reduction without anesthesia by a Physician, [25%] of the [Closed Reduction] amount listed will be paid.

If an Insured receives a Fracture or a Dislocation and tears, ruptures or severs a tendon/ligament/rotator cuff in the same Covered Accident, only one benefit will be paid. The larger of the tendon/ligament/rotator cuff, the Fracture benefit, or the Dislocation benefit will be payable.

This benefit will only be paid once for the first Dislocation of a joint after the Insured's Effective Date of Coverage. Subsequent Dislocations of the same joint after such Effective Date will not be covered.

### **Definition(s) for purposes of this benefit:**

**Dislocation** - a completely separated joint.

## **FRACTURE BENEFIT**

If:

1. An Injury to an Insured due to a Covered Accident results in a Fracture; and
2. The Fracture is diagnosed as a Fracture by a Physician within [90] days after the Accident; and
3. [The Fracture requires Open (surgical) or Closed (non-surgical) Reduction by a Physician],

We will pay the Amount of Insurance shown [for the Open or Closed Reduction] in the Schedule of Benefits.

If an Insured receives more than one Fracture in a Covered Accident, [and requires open or closed reduction], payment will be made for all Fractures. However, payment will not exceed more than two times the amount of the bone involved which has the highest benefit amount.

If a Physician diagnoses the Fracture as a Chip Fracture, [25%] of the [closed reduction] Amount of Insurance listed for the bone involved will be paid.

If an Insured receives a Fracture or a Dislocation and tears, ruptures or severs a tendon/ligament/rotator cuff in the same Covered Accident, only one benefit will be paid. The larger of the tendon/ligament/rotator cuff, the Fracture benefit, or the Dislocation benefit will be payable.

If an Insured receives a Fracture and a Dislocation in the same Accident, payment will be made for both. However, payment will not exceed two times the amount of the bone or joint involved which has the highest benefit amount.

Definition(s), for purposes of this benefit:

**Chip Fracture** - also known as an avulsion fracture. It involves a small chip of a bone being torn away by the tendon or ligament.

**Fracture** - a break in a bone which can be seen by X-ray.

## **ACCIDENT HOSPITAL & MEDICAL BENEFITS**

### **Hospital Admission Benefit**

If an Insured is admitted to a Hospital and Confined as the result of Injuries received in a Covered Accident, We will pay the benefit shown in the Schedule of Benefits for the admission. The Insured must become Confined within [6] months after the Covered Accident. The benefit will be paid once per Covered Accident. No benefit will be paid for:

1. Emergency Room treatment;
2. Outpatient treatment; or
3. A stay of less than 20 hours in an observation unit.

### **Daily Hospital Confinement Benefit**

If an Insured is Confined in a Hospital or a Hospital Sub-Acute Intensive Care Unit as the result of Injuries received in a Covered Accident, We will pay the Daily Hospital Confinement Benefit shown in the Schedule of Benefits. The Insured must become Confined in a Hospital or a Sub-Acute Intensive Care Unit within [6] months after the Covered Accident. Benefits will be paid for only one Hospital Confinement at a time even if it is caused by more than one Covered Accident. Benefits may be paid for up to [365] days per Covered Accident.

If an Insured is Confined in a Hospital or a Hospital Sub-Acute Intensive Care Unit, and is Confined again within [90] days after his or her release from the Hospital or Hospital Sub-Acute Intensive Care Unit for Injuries received in the same Covered Accident or a related condition, We will treat this Confinement as a continuation of the prior Confinement for purposes of the benefit maximum period of [365] days. If more than [90] days have passed between the periods of Hospital Confinement or Hospital Sub-Acute Intensive Care Unit Confinement, We will treat this Confinement as a new Confinement for purposes of the benefit maximum of [365] days. No benefit will be paid for:

1. Emergency Room treatment;
2. Outpatient treatment; or
3. A stay of less than 20 hours in an observation unit.

The Hospital Confinement benefit and the Hospital Intensive Care Unit Confinement benefit will **not** be paid for concurrently.

### **Daily Hospital Intensive Care Unit Confinement Benefit**

If an Insured is Confined to a Hospital Intensive Care Unit as the result of Injuries received in a Covered Accident, We will pay the benefit shown in the Schedule of Benefits. The Confinement in a Hospital Intensive Care Unit must begin within [30] days after the Covered Accident. This benefit may be paid for up to [15] days per Covered Accident.

If an Insured was Confined in a Hospital Intensive Care Unit and becomes Confined to a Hospital Intensive Care Unit again within [90] days after his or release from the Hospital Intensive Care Unit for Injuries received in the same Covered Accident or for a related condition, the Confinement will be treated as a continuation of the prior Confinement for purposes of the benefit maximum of [15] days per Covered Accident. If more than [90] days have

passed between the periods of Confinement in a Hospital Intensive Care Unit, the Confinement will be treated as a new Confinement for purposes of the benefit maximum of [15] days.

If an Insured is Confined to a Hospital Intensive Care Unit that does not meet the definition in the Policy of a Hospital Intensive Care Unit, the Hospital Confinement benefit will be paid. We will **not** pay the Hospital Intensive Care Unit Confinement benefit and the Hospital Confinement benefit concurrently.

#### **Ambulance Benefit**

If a licensed professional ambulance company transports an Insured by ground transportation to or from a Hospital or between medical facilities, where treatment for Injuries is received as the result of a Covered Accident., We will pay the benefit shown in the Schedule of Benefits. The ambulance transportation must be within [90] days after the Covered Accident. We will pay this amount once per Covered Accident.

#### **Air Ambulance Benefit**

If a licensed professional air ambulance company transports by air an Insured to or from a Hospital or between medical facilities where treatment for Injuries is received as the result of a Covered Accident, We will pay the benefit shown in the Schedule of Benefits. The air ambulance transportation must be within [48] hours after the Covered Accident. The benefit amount is paid once per Covered Accident.

#### **[Outpatient Medical Expenses Benefit**

If an Insured requires Outpatient medical or surgical treatment that is recommended or advised by a physician, due to Injury as the result of a Covered Accident, We pay the expenses incurred for treatment up to the benefit amount shown in the Schedule of Benefits. Expenses incurred for this benefit are limited to physician fees, x-rays, and emergency services. Treatment must be performed in a Physician's office or outside of the Hospital. This benefit is payable only once per Plan Year.]

#### **[Blood/Plasma/Platelet Benefit**

If an Insured sustains an Injury as the result of a Covered Accident and requires the transfusion, administration, cross matching, typing and processing of blood/plasma/platelets as the result of the Injury, We will pay the benefit shown in the Schedule of Benefits. The blood/plasma/platelets must be administered within [90] days after the Covered Accident. Benefit amount is paid once per Covered Accident.]

#### **[Emergency Room Treatment Benefit**

If an Insured :

1. sustains an Injury as the result of a Covered Accident; and
2. requires examination and treatment by a Physician in a Hospital Emergency Room within [72] hours after the Covered Accident,

We will pay the benefit shown in the Schedule of Benefits. The benefit amount is paid once per Covered Accident. Follow-up treatment prescribed by a Physician will be paid under the Accident Follow-up Treatment Benefit and not this benefit.]

#### **Burn Benefit**

If an Insured receives burns as the result of a Covered Accident, We will pay the applicable amount listed in the Schedule of Benefits. The burns must be treated by a Physician within [72] hours after the Covered Accident.

#### **[Skin Grafts Benefit**

If an Insured requires a skin graft for a burn for which a benefit was received under the Burn Benefit, We will pay a benefit equal to [25%] of the applicable Burn Benefit paid. This benefit will be payable only once per Covered Accident.]

#### **Lacerations Benefit**

If an Insured receives a Laceration as a result of a Covered Accident, We will pay the benefits as shown in the Schedule of Benefits. The laceration must be repaired by a Physician within [72] hours after the Covered Accident. The amount paid will be based on the total length of all lacerations received in any one Covered Accident which

require repair. [If the laceration is severe enough to require stitches but the Physician chooses to repair it in another way, We will pay it as a laceration repaired with stitches.]

If an Insured receives a laceration on a finger, toe, hand, foot, or eye and later loses that finger, toe, hand, foot or eye as the result of the same Covered Accident, We will subtract the amount We paid under the Laceration benefit from the Loss of Finger, Toe, Hand Foot or Sight of an Eye Benefit shown in the Accidental Dismemberment Benefit.

**Definition(s) for purposes of this benefit:**

**Laceration** – a type of Injury in which the skin is torn, cut or punctured (an *open* wound).

**Concussion Benefit**

If an Insured sustains a concussion (Mild Traumatic Head Injury) as a result of a Covered Accident that is diagnosed by a Physician within [72] hours from the date of the Covered Accident using any type of medical imaging procedure ( i.e., X-ray, CAT scan and/or MRI), We will pay the benefit shown in the Schedule of Benefits.

**Emergency Dental Work Benefit**

If an Insured requires dental work to Sound Natural Teeth as the result of Injuries received in a Covered Accident, We will pay the benefit shown in the Schedule of Benefits. Benefits are paid once per Covered Accident regardless of the number of teeth involved. The Insured must be treated by a dentist within [72] hours of a Covered Accident. Benefits are payable for treatment for:

1. broken teeth repaired with crown(s); and
2. broken teeth resulting in extractions(s).

We do not pay for:

1. Retreatment of conditions
2. Dental conditions existing before the Covered Accident or
3. Artificial and endodontic dental implants and related services, including repair and maintenance of implants and surrounding tissue.

**Definition(s) for purposes of this benefit:**

**Sound Natural Teeth** - natural teeth that are either unaltered or fully restored to their normal function and are disease free, have no decay, and are not more susceptible to Injury than unaltered natural teeth.

**Eye Injury Benefit**

If an Insured sustains an eye Injury as a result of a Covered Accident, We will pay the benefit shown in the Schedule of Benefits. The eye Injury must require surgery or removal of a foreign object by a Physician within [90] days of the Covered Accident. The benefit will be paid once for each Covered Accident. An examination with anesthesia will not be considered surgery solely because anesthesia was used for purposes of this benefit.

**Tendons/Ligaments/Rotator Cuff Benefit**

If an Insured injures a tendon, ligament, or rotator cuff as the result of Injuries received in a Covered Accident, We will pay the benefit shown in the Schedule of Benefits. The tendon, ligament or rotator cuff must be torn, ruptured or severed and must be repaired through surgery by a Physician within [90] days after the Accident.

If Exploratory Arthroscopic Surgery is performed and no repair is done, the benefit entitled Exploratory Arthroscopic Surgery shown in the Schedule of Benefits will be paid in lieu of the Tendons/Ligament/Rotator Cuff Benefit.

If an Insured receives a Fractured or a Dislocation and tears, ruptures, or severs a tendon, ligament, or rotator cuff in the same Covered Accident, only one benefit is payable. The larger of the Tendons/Ligament/Rotator Cuff Benefit, the Fractured benefit or the Dislocation benefit will be payable.

**Ruptured Disc Benefit**

If Injury to an Insured as a result of a Covered Accident results in a ruptured disc in his or her spine, We will pay the benefit shown in the Schedule of Benefits. The ruptured disc must be treated by a Physician within [60] days after

the accident. It must be repaired through surgery by a Physician within one year after the Accident. The benefit is paid once for each Covered Accident.

### **Torn Knee Cartilage Benefit**

If Injury to an Insured as a result of a Covered Accident results in a Torn Knee Cartilage (meniscus), We will pay the Benefit shown in the Schedule of Benefits. The torn knee cartilage must be treated by a Physician within [60] days after the Covered Accident. It must be repaired through surgery by a Physician within six months after the Covered Accident. One benefit will be paid for each Covered Accident. If Exploratory Arthroscopic Surgery is performed and no repair is done, or if the cartilage is shaved (debridement), the benefit entitled Exploratory Arthroscopic Surgery shown in the Schedule of Benefits will be paid in lieu of the Torn Knee Cartilage (meniscus) Benefit.

### **[Physical Therapy Benefit**

If an Insured requires physical therapy treatment due to Injury as the result of a Covered Accident, We will pay the benefit shown in the Schedule of Benefits. We will pay for a maximum of [6] treatment visits per Covered Accident. Therapy must begin within [60] days after the Covered Accident and must be completed within [6] months after the Covered Accident. All services must be:

1. Prescribed by a Physician and rendered by a licensed Physical Therapist; and
2. Performed in an office or in a Hospital on an Inpatient or Outpatient basis.]

**[Accident Follow-up Treatment Benefit:** If an Insured receives follow-up treatment that is recommended or advised by a Physician for Injuries received as the result of a Covered Accident for which benefits have been paid or are payable under the Policy, We will pay the benefit shown in the Schedule of Benefits. A benefit is payable once per Covered Accident. The Follow-up Treatment must:

1. Be within [90] days of the Accident;
2. Be due to Injuries received as a result of a Covered Accident;
3. Be provided in a Physician's office or Emergency Room;
4. Occur after initial treatment in a Physician's office or Emergency Room; and
5. Not be for routine examinations or preventive testing.]

**[Appliance Benefit:** If an Insured sustains an Injury as a result of a Covered Accident for which benefits were paid or payable under the Policy and a Physician prescribes the use of a medical appliance as an aid in personal locomotion or mobility, We will pay the benefit shown in the Schedule of Benefits for such appliance. Crutches and wheelchairs are examples of medical appliances. The use of an appliance must begin within [90] days after the Covered Accident. We will pay the benefit once per Covered Accident..]

**[Prosthetic Device/Artificial Limb Benefit:** If, due to an Injury as the result of a Covered Accident for which benefits were paid or payable under the Policy, a Physician prescribes a prosthetic device/artificial limb for functional use when the Insured loses a hand, foot or sight of an eye due to a Covered Accident, We will pay the benefit shown in the Schedule of Benefits. The prosthetic device/artificial limb must be received within one year of the Covered Accident. Benefit will be paid once per Covered Accident and does **not** apply to hearing aids, dental aids, including false teeth, eye glasses or for cosmetic prosthesis such as hair wigs. Payment will **not** be made for joint replacement such as an artificial hip or knee.]

**[Wellness Benefit:** We will pay this benefit if an Insured has one of the following screening tests performed while coverage under this certificate is in force. We will pay up to [\$50] for one of the following screening tests. Payment of this benefit will not reduce any other benefits payable under the certificate. This benefit is payable once per Plan Year for each Insured .

Screening test is defined as:

- Stress test on a bicycle or treadmill,
- Fasting blood glucose test,
- Blood test for triglycerides,
- Serum cholesterol test to determine level of HDL and LDL,
- Bone marrow testing,



- Breast ultrasound,
- CA 15-3 (cancer antigen 15-3 - blood test for breast cancer),
- CA125 (cancer antigen 125 - blood test for ovarian cancer),
- CEA (carcinoembryonic antigen - blood test for colon cancer),
- Chest X-ray,
- Colonoscopy,
- Flexible sigmoidoscopy,
- Hemoccult stool analysis,
- Mammography,
- Pap smear,
- PSA (blood test for prostate cancer),
- Serum Protein Electrophoresis (blood test for myeloma),
- Thermography,
- ThinPrep Pap Test,
- Virtual Colonoscopy
- H1N1 vaccination
- Child immunizations
- Child sports physicals]

**Transportation Benefit:** If an Insured needs to be transported to receive special treatment and Confinement in a Hospital for Injuries that resulted from a Covered Accident, We will pay the Benefit Amount shown in the Schedule of Benefits. Treatment must be prescribed by a Physician and not available locally. Travel must be a distance of more than 100 miles from the Insured's principal residence. Transportation by ground ambulance or air ambulance is covered under the Ambulance and Air Ambulance Benefits under the Policy and not under this benefit.

**Lodging Benefit:** When an Insured must travel more than 100 miles from the Insured's principal residence to receive special treatment and Confinement in a Hospital for Injuries that resulted from a Covered Accident, We will pay the Benefit Amount shown in the Schedule of Benefits per night for an Immediate Family Member. This benefit is only payable for motel/hotel stays during the period of time the Insured Person is Confined to the Hospital

## PART IX. LIMITATIONS AND EXCLUSIONS

This plan will not pay benefits for loss due to or directly contributed to by:

1. Having any sickness or declining process caused by a sickness, including physical or mental infirmity. Also, benefits will not be paid to diagnose or treat the sickness. Sickness means any illness, infection, disease or any other abnormal physical condition which is not caused by an Injury;
2. Act of war, whether or not declared, participation in a riot, insurrection or rebellion;
3. Injury incurred prior to the effective date of coverage;
4. Intentional self-inflicted Injuries;
5. Bacterial infection (except pyogenic infections which shall occur with and through an accidental cut or wound);
6. Injury incurred while committing or attempting to commit a felony;
7. Suicide or attempted suicide, whether sane or insane (in Missouri, while sane);
8. Injury sustained while under the influence of alcohol or any narcotic, unless administered upon the advice of a Physician;
9. Alcohol abuse or alcoholism, drug addiction or dependence upon controlled substances;
10. Participation in any form of aeronautics except as a fare paying passenger in a licensed aircraft provided by a Common Carrier and operating between definitely established airports;
11. Driving in an organized or scheduled race or speed test or while testing an automobile or vehicle on any racetrack or speedway;
12. Hernia, including complications due to a hernia;
13. Engaging in hang-gliding, parachuting, bungee-jumping, sail-gliding, para-sailing, para-kiting, or mountain

- gliding;
14. Any Injury incurred while an active member of the Military; Naval; or Air Forces of any country or combination of countries. Upon notice and proof of service in such forces, we will return the pro-rata portion of the premium paid for any period of such service;
  15. Participation in any sport for pay or profit.

In addition:

1. Benefits will not be paid for services rendered by an Immediate Family Member; and
2. Benefits will not be provided for medical treatment for an Accident received outside the United States or its territories.

## **PART X. GENERAL PROVISIONS**

### **A. Notice of Claim**

Written notice of claim must be given to Us within 20 days after the Covered Loss starts or as soon as reasonably possible. Notice should be sent to Our Administrator at the following address:

[National Guardian Life Insurance Company  
c/o AlwaysCare Benefits, Inc., 8485 Goodwood Boulevard, Baton Rouge, LA 70806-7878]

### **B. Claim Forms**

When the Administrator receives notice of Claim that does not contain all necessary information, forms for filing proof of loss will be sent to You along with a request for the missing information. If these forms are not sent within fifteen (15) days after receiving notice of claim, You will meet the proof of loss requirements if the Administrator is given written proof of the nature and extent of the loss within the time stated in the Proof of Loss provision.

### **Proof Of Loss**

Written proof of loss must be given to the Administrator within ninety (90) days after the loss begins. We will not deny nor reduce any claim if it was not reasonably possible to give proof of loss in the time required. In any event, proof must be given to the Administrator within one (1) year after it is due, unless You are legally incapable of doing so.

### **D. Time of Payment of Claims**

We will pay claims for all Covered Losses, other than Covered Losses for which this Certificate provides any periodic payment immediately upon receipt of written proof of loss that is acceptable to Us.

Unless an optional periodic payment is stated or chosen, any Covered Loss to be paid in periodic payments will be paid at the end of each monthly period. The unpaid balance, which remains when Our liability ends, will then be paid when We receive the proof of Covered Loss that is acceptable to Us.

### **E. Payment of Claims**

1. Loss of Life. Covered Losses resulting from the Insured 's death are paid to the named beneficiary at the time of death. If there is no beneficiary named or the named beneficiary predeceases or dies at the same time as the Insured, We will pay the benefit to the Insured 's survivors in the following order:
  - a. the Insured 's legally married spouse or Domestic Partner;
  - b. the Insured 's child(ren);
  - c. the Insured 's parents;
  - d. the Insured 's brothers and sisters;
  - e. the Insured 's estate.
2. All Other Claims. Benefits are paid to You. You may direct in writing that all or part of the benefit be paid directly to the party who furnished the service. The direction may be changed by You at any time up to the filing of the Proof of Loss. If You die before all payments due have been made, the amount still payable will be paid to Your beneficiary, or if there is no beneficiary designated, as set forth above.

### **F. Beneficiaries**

You have the sole right to name a beneficiary. The beneficiary has no interest in the Certificate other than to receive certain payments. You may change the beneficiary at any time. Consent to a change by a prior beneficiary is not needed unless the previous beneficiary was designated as irrevocable. Any beneficiary designation must be in writing on a form acceptable to Us.

If any payee is a minor or is not competent to give a valid release for the payment, the payment will be made to the legal guardian of the payee's property. If the payee has no legal guardian for his or her property, a payment not exceeding \$1,000 may be made, at Our option, to any relative by blood or connection by marriage of the payee, who, in Our opinion, has assumed the custody and support of the minor or responsibility for the incompetent person's affairs.

#### **G. Legal Actions**

No legal action may be brought to recover on the Policy before sixty (60) days after written proof of loss has been furnished as required by the Policy. No such action may be brought after three (3) years from the time written proof of loss is required to be furnished.

#### **H. Physical Examination and Autopsy**

While a claim is pending We have the right at Our expense:

1. to have the person who has a loss examined by a Physician when and as often as We feel is necessary; and
2. to make an autopsy in case of death where it is not forbidden by law.

#### **I. Assignment**

We will recognize any assignment made by the Insured under the Certificate provided it is duly executed and a copy is on file with Us. We and the Policyholder assume no responsibility for the validity or effect of an assignment.

#### **J. Time Limit on Certain Defenses**

After two years from the date on which a person becomes covered under the Certificate, no statements, except fraudulent misstatements made by the Insured in the application for coverage, shall be used to void the Certificate or deny a claim. No statement by an Insured concerning his or her insurability will be used by Us to deny liability unless:

1. it is stated on a written application signed by the Insured or his or her personal representative; and
2. a copy of such application is given to such Insured or personal representative.

Any increase in coverage, as requested by application from You, shall begin a new two year contestable period for the amount of the increase from the Effective Date of such coverage.

#### **K. Fraudulent Misstatement**

If an Insured makes a fraudulent misstatement in the application for coverage under the Certificate, We may reduce or deny any claim or void the Policy at any time.

#### **L. Misstatement of Age**

If the age of an Insured has been misstated, We will make an equitable adjustment of the premium and benefits. The premium will be the difference between the premiums paid and the premiums that would have been paid at Your true age. If coverage would not have been issued, We will refund the premiums paid for such insurance and terminate the insurance, if no benefits have been paid. Benefits payable will be based on the correct age and premium paid.

### **[PART XI. PORTABILITY]**

If Your insurance under the Policy terminates for any of the reasons described below, You may port the insurance provided under this certificate. You must have been insured under the Policy [or the one it replaces] for Group Accident Insurance coverage for at least [12 consecutive months] prior to the date Your coverage under the Policy ends.

You may port Your Group Accident Insurance coverage [and Dependent Group Accident Insurance coverage,] subject to the following terms:

1. You may port Your coverage [or coverage for any of Your covered Dependents] if coverage under the Policy ends because You:
  - a) have terminated [employment;] [membership;] or
  - b) stop being a member of an eligible class of people; or
  - c) the Policy ends.
2. You may not port Your coverage [or coverage for any of Your Dependents] if:
  - a) coverage ends due to failure to pay any required premiums; or
  - b) You have reached age [65,70] on or before the date Your coverage under the Policy ends; or
  - c) the Policy ends.
3. You may port:
  - a) Your coverage only;
  - b) Your coverage and coverage of Your spouse [or Domestic Partner];
  - c) Your coverage and coverage of all of Your Dependents; or
  - d) if You are a single parent, Your coverage and coverage for all of Your Dependent children.

No other combinations will be allowed. To be eligible to port, a Dependent must be covered under the Policy on the day Your coverage under the Policy ends.

If You die while insured for Dependent Group Accident Insurance coverage, Your spouse [or Domestic Partner] may port the coverage of the Your Dependents as described above. However, the spouse [or Domestic Partner] and Dependents must be covered under the Policy on Your date of death. No Dependents will be allowed to port if: (a) there is no surviving spouse [or Domestic Partner]; or (b) the surviving spouse [or Domestic Partner] has reached age [65, 70] on the date You die.

You [or surviving spouse [or Domestic Partner]] will receive a portable certificate of coverage under a program that We usually use for the portability option. The certificate provides Group Accident Coverage. The benefits provided by the portable certificate of coverage will be substantially similar to the benefits of this group plan. [However, each Insured's coverage under the portable certificate of coverage ends when you reach age [65, 70]

The premium will be based on: (a) Your [and/or Dependent's] rate class under the Policy; and (b) Your [or surviving spouse [or Domestic Partner]'s] age bracket and will be shown in the Group Accident Portability Coverage Premium Notice.]

## **[PART XII: REPLACEMENT OF EXISTING COVERAGE]**

This provision applies when the Policy replaces coverage the Policyholder previously obtained through another plan or Policy, herein called the Prior Plan.

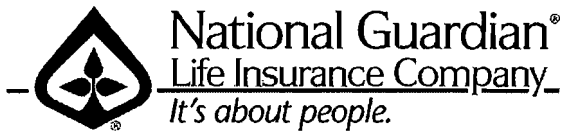
In the absence of this provision, an Insured who was covered by the Prior Plan at the date of discontinuance might not qualify for coverage under this Policy because the person is [not Actively at Work ] or is [Confined in a Hospital.]

Each such person will be insured under this Policy if:

1. the person was insured under the Prior Plan, including coverage under the Prior Plan's extension of benefits provision, on the date the Policyholder's coverage with the Prior Plan ended;
2. the Prior Plan covered more than [fifteen (15)] Members; and
3. the person is a Member of an Eligible Class under the Policy.

The Service Waiting Period and Benefit Waiting Period will be waived for an Insured who was covered under the Prior Plan on the date such Prior Plan terminated.

The benefits payable for the persons described above will be the benefits of the Policy less any amount payable under the Prior Plan pursuant to any extension of benefits provision.]



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The Policy and Certificate are amended by the addition of the following benefit:

### **ACCIDENT TOTAL DISABILITY BENEFIT RIDER OFF-JOB ONLY**

This rider is made a part of the Certificate to which it is attached. It is issued in consideration of the enrollment form and the payment of the required premium for this rider. The premium is shown on the Schedule of Benefits. This rider is subject to all of the terms, conditions, exclusions and limitations of the Policy and Certificate, except as herein stated. The Effective Date of this rider is the same as the Policy/Certificate Date, unless otherwise specified in the Schedule of Benefits. If this rider is added to the Certificate after the Certificate Date, the premium and Effective Date for this rider will be shown in an amended Schedule of Benefits.

### **BENEFITS**

If:

1. You become Totally Disabled longer than the Benefit Waiting Period; and
2. Your Total Disability is due to Injury as the result of a Covered Accident,

We will pay the Monthly Total Disability Benefit shown in the Schedule of Benefits.

If benefits are payable for less than a full month, we will pay the appropriate benefits on a daily basis. A month is 30 days. The daily amount is 1/30<sup>th</sup> of the monthly amount.

### **DEFINITIONS**

**Benefit Waiting Period** - The period of time during which no benefits are payable, as shown on the Rider Benefits Schedule. Benefits become payable if at the end of the Benefit Waiting Period You are still Totally Disabled.

**Covered Accident** - An accident which:

1. Occurs after the Effective Date of this rider;
2. Occurs while this rider is in force;
3. Results in a loss covered by this rider;
4. Which is independent of all other causes, diseases or bodily infirmity;
5. Is due to an Off-Job Accident; and
6. Is not excluded by name or specific description in this rider.

**Covered Geographical Areas** – geographical areas that are less than 40 miles outside the territorial limits of the United States, Canada, Mexico, Puerto Rico, the Bahamas, the Virgin Islands, Bermuda, or Jamaica.

**Off-Job Accident** means an accident that occurs while You are not working at any job for pay or benefits.

**Pre-existing Condition** - A disease or physical condition for which: (1) symptoms existed within the [3, 6 12] month period prior to the Effective Date of coverage that would cause a person to seek medical advice or treatment or; (2) medical advice or treatment was recommended or received from a member of the medical profession within the [3, 6 12]month period prior to the Effective Date of the coverage.

**Recurrent Disability** means becoming Disabled, ceasing to be Disabled, and then becoming Disabled again for the same or related condition within 6 months the date You ceased to be Disabled. The later Disability will be considered a recurrent Disability.

A Recurrent Disability will be treated as:

1. A continuation of the previous Disability, not a new Disability, if You have returned to work for less than six months.
2. A new Disability, if You have returned to work for six months or more, working at least the same number of hours He was working before the previous Disability began.
3. A new Disability, if You did not have a job before the previous Disability began and has ceased to be Disabled for six months or more.
4. A continuation of the previous Disability for any circumstances not specifically listed above.

A new Disability is subject to a new Benefit Waiting Period, and a new Maximum Benefit Period applies. A Disability that is considered a continuation of a previous Disability is not subject to a new Benefit Waiting Period, and a new Maximum Benefit Period does not apply.

We will pay benefits for only one Disability at a time even if it is caused by more than one Covered Accident.

**Total Disability** means You are:

1. Unable to work at any job for which You are qualified by reason of education, training, and experience, and
2. Not, in fact, working at any job for which You are qualified by reason of education, training, or experience for pay or benefits, and
3. Under The Care of a Physician.

**Under the care of a Physician** means You are being cared for on a regular basis by a Physician.

### **LIMITATIONS AND EXCLUSIONS**

We will not pay benefits for losses that are caused by or are the result of:

1. Intentionally self-inflicted Injuries;
2. Any act of war, whether or not declared, participation in a riot, insurrection or rebellion;
3. Participation in any form of aeronautics except as a fare paying passenger in a licensed aircraft provided by a common carrier and operating between definitely established airports;
4. Injury incurred while committing or attempting to commit an assault or felony;
5. Suicide or attempted suicide, whether sane or insane;
6. Injury sustained while under the influence of alcohol or any narcotic, unless administered upon the advice of a Physician;
7. Alcohol abuse or alcoholism, drug addiction or dependence upon controlled substances;
8. Bipolar affective disorder, delusional disorders, mental illness, and similar mental or emotional disorders;
9. Engaging in hang-gliding, parachuting, bungee-jumping, sail-gliding, para-sailing, or para-kiting, mountain gliding;
10. Dental or plastic surgery for cosmetic purposes, unless the surgery is required to treat an Injury;
11. Pre-existing conditions beginning within the first 12-months of Your effective date under this Rider;
12. A work-related Accident sustained in the course of performing tasks for the Your employer or for which Workers' Compensation benefits are paid, or may be paid, if duly claimed; and
13. Participation in any sport for pay or profit.

No disability benefits will be provided during any period of incarceration. Benefits are not payable for services rendered or Total Disability verified by an Immediate Family Member.

Benefits will not be provided for medical treatment for an Accident received outside the United States or its territories

Benefits provided by this rider will only be paid for one disability at a time, even if You become Totally Disabled due to more than one Injury or more than one Covered Accident.

**Geographical Limitations.** If an Insured Person becomes Totally Disabled as the result of a Covered Accident while outside the Covered Geographical Areas and is Disabled longer than Benefit Waiting Period, the Maximum Benefit Period while outside the Covered Geographical Areas will be limited to 60 days. After the 60 day period, benefits will

not be paid until You return to the Covered Geographical Areas. If You are still disabled as defined in this rider when You return from outside the Covered Geographical Areas, We will determine Your remaining Benefit Period by subtracting the time period for which we have already paid You benefit from the Benefit Period shown in the Schedule of Benefits. We will pay the Monthly Benefit Amount shown on the Schedule of Benefits for up to the remaining Benefit Period.

### **RIDER PROVISIONS**

**Written Proof of Loss.** Written Proof of Loss, provided at Your expense, must be sent to Us within 90 days after the end of each period for which You are claiming benefits. If that is not reasonably possible, Your claim will not be reduced or denied for that reason if such proof is filed as soon as is reasonably possible. However, unless You are legally incapacitated, written proof must be given within one year after the date it was required.

We may require Written Proof of Loss at reasonable periods for a continuing Total Disability covered by this rider. However, You must give Us proof no later than 90 days after the end of a period of loss for which We owe You benefits. [If it is not reasonably possible to give written proof in the time required, We shall not reduce or deny any claim for this reason if the proof is filed as soon as is reasonably possible. In any event, the proof required must be given to Us not later than one (1) year from the time specified unless You are legally incapacitated.]

**Termination of Coverage.** Your coverage provided by this rider will terminate on the earlier of:

1. the termination of this rider by the Policyholder; or
2. the Policy anniversary date on or next following Your [65,70]th birthday.

**Termination of Rider.** This rider will terminate on the earliest of:

1. the Policyholder's failure to pay premiums for this rider, subject to the Grace Period allowed;
2. the date Your coverage under the Policy terminates;
3. the date the Policy terminates.

There are no other changes to the Policy or Certificate.

In Witness whereof, Our president and secretary signed this rider as of the effective date shown on the Schedule of Benefits.

  
Secretary

  
President





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PO Box 1191 • Madison, WI 53701-1191 • Phone 800-988-0826

The Policy and Certificate are amended by the addition of the following benefit. The benefits of this Rider apply to You only. The Rider does not provide benefits for any Insured Dependents.

### **ACCIDENT TOTAL DISABILITY BENEFIT RIDER 24 HOUR COVERAGE**

This rider is made a part of the Certificate to which it is attached. It is issued in consideration of the enrollment form and the payment of the required premium for this rider. The premium is shown on the Certificate Schedule. This rider is subject to all of the terms, conditions, exclusions and limitations of the Policy and Certificate, except as herein stated. The Effective Date of this rider is the same as the Policy/Certificate Date, unless otherwise specified in the Certificate Schedule. If this rider is added to the Certificate after the Certificate Date, the premium and Effective Date for this rider will be shown in an amended Certificate Schedule.

### **BENEFITS**

If:

1. You become Totally Disabled longer than the Benefit Waiting Period; and
2. Your Total Disability is due to Injury as the result of a Covered Accident,

We will pay a Monthly Benefit Amount for the period that You are Totally Disabled. We pay the benefit for the number of months in the Benefit Period. The Benefit Waiting Period, Monthly Benefit Amount and Benefit Period for this Rider are shown in the Certificate Schedule of Benefits.

If benefits are payable for less than a full month, we will pay the appropriate benefits on a daily basis. A month is 30 days. The daily amount is  $1/30^{\text{th}}$  of the monthly amount.

### **DEFINITIONS**

**Benefit Waiting Period** - The period of time during which no benefits are payable when you become Totally Disabled. Benefits become payable if at the end of the Benefit Waiting Period You are still Totally Disabled.

**Covered Accident** - An accident which:

1. Occurs after the Effective Date of this rider;
2. Occurs while this rider is in force;
3. Results in a loss covered by this rider;
4. Which is independent of all other causes, diseases or bodily infirmity;
5. Is either due to an Off-Job Accident or an On-Job Accident; and
6. Is not excluded by name or specific description in this rider.

**Covered Geographical Areas** – geographical areas that are less than 40 miles outside the territorial limits of the United States, Canada, Mexico, Puerto Rico, the Bahamas, the Virgin Islands, Bermuda, or Jamaica.

**Off-Job Accident** means an accident that occurs while You are not working at any job for pay or benefits.

**On-Job Accident** means an accident that occurs while You are working at any job for pay or benefits.

**Pre-existing Condition** - A disease or physical condition for which: (1) symptoms existed within the 12 month period prior to the Effective Date of coverage that would cause a person to seek medical advice or treatment or; (2) medical advice or treatment was recommended or received from a member of the medical profession within the 12 month

period prior to the Effective Date of the coverage. A condition will no longer be considered a Pre-existing Condition after Your coverage under this Rider has been in effect for [6, 12, 24] consecutive months.

**Recurrent Disability** means becoming Totally Disabled, ceasing to be Totally Disabled, and then becoming Totally Disabled again for the same or related condition within 6 months of the date You ceased to be Totally Disabled. The later Total Disability will be considered a Recurrent Disability.

A Recurrent Disability will be treated as:

1. A continuation of the previous Total Disability, not a new Total Disability, if You have returned to work for less than six months.
2. A new Total Disability, if You have returned to work for six months or more, working at least the same number of hours You were working before the previous Total Disability began.
3. A new Total Disability, if You did not have a job before the previous Total Disability began and have ceased to be Totally Disabled for six months or more.
4. A continuation of the previous Total Disability for any circumstances not specifically listed above.

A new Total Disability is subject to a new Benefit Waiting Period, and a new Benefit Period applies. A Total Disability that is considered a continuation of a previous Total Disability is not subject to a new Benefit Waiting Period, and a new Benefit Period does not apply.

We will pay benefits for only one Total Disability at a time even if it is caused by more than one Covered Accident.

**Total Disability or Totally Disabled** means You are:

1. Unable to work at any job for which You are qualified by reason of education, training, and experience, and
2. Not, in fact, working at any job for which You are qualified by reason of education, training, or experience for pay or benefits, and
3. Under The Care of a Physician.

**Under The Care of a Physician** means You are being cared for on a regular basis by a Physician.

### **LIMITATIONS AND EXCLUSIONS**

We will not pay benefits for losses that are caused by or are the result of:

1. Intentionally self-inflicted Injuries;
2. Any act of war, whether or not declared, participation in a riot, insurrection or rebellion;
3. Participation in any form of aeronautics except as a fare paying passenger in a licensed aircraft provided by a common carrier and operating between definitely established airports;
4. Injury incurred while committing or attempting to commit an assault or felony;
5. Suicide or attempted suicide, whether sane or insane;
6. Injury sustained while under the influence of alcohol or any narcotic, unless administered upon the advice of a Physician;
7. Alcohol abuse or alcoholism, drug addiction or dependence upon controlled substances;
8. Bipolar affective disorder, delusional disorders, mental illness, and similar mental or emotional disorders;
9. Engaging in hang-gliding, parachuting, bungee-jumping, sail-gliding, para-sailing, para-kiting, or mountain gliding;
10. Dental or plastic surgery for cosmetic purposes, unless the surgery is required to treat an Injury;
11. Pre-existing Conditions beginning within the first 12-months of Your effective date under this Rider;
12. Participation in any sport for pay or profit..

No disability benefits will be provided during any period of incarceration. Benefits are not payable for services rendered or Total Disability verified by an Immediate Family Member.

Benefits will not be provided for medical treatment for an Accident received outside the United States or its territories

Benefits provided by this rider will only be paid for one disability at a time, even if You become Totally Disabled due to more than one Injury or more than one Covered Accident.

**Geographical Limitations.** If You become Totally Disabled as the result of a Covered Accident while outside the Covered Geographical Areas and are Totally Disabled longer than the Benefit Waiting Period, the Benefit Period while outside the Covered Geographical Areas will be limited to 60 days. After the 60 day period, benefits will not be paid until You return to the Covered Geographical Areas. If You are still Totally Disabled when You return from outside the Covered Geographical Areas, We will determine Your remaining Benefit Period by subtracting the time period for which we have already paid You benefit from the Benefit Period shown in the Schedule of Benefits. We will pay the Monthly Benefit Amount shown on the Schedule of Benefits for up to the remaining Benefit Period.

#### **RIDER PROVISIONS**

**Written Proof of Loss.** Written Proof of Loss, provided at Your expense, must be sent to Us within 90 days after the end of each period for which You are claiming benefits. If that is not reasonably possible, Your claim will not be reduced or denied for that reason if such proof is filed as soon as is reasonably possible. However, unless You are legally incapacitated, written proof must be given within one year after the date it was required.

We may require Written Proof of Loss at reasonable periods for a continuing Total Disability covered by this rider. However, You must give Us proof no later than 90 days after the end of a period of loss for which We owe You benefits. [If it is not reasonably possible to give written proof in the time required, We shall not reduce or deny any claim for this reason if the proof is filed as soon as is reasonably possible. In any event, the proof required must be given to Us not later than one (1) year from the time specified unless You are legally incapacitated.]

**Termination of Coverage.** Your coverage provided by this rider will terminate on the earlier of:

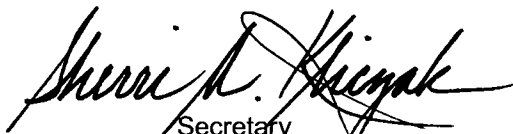
1. the termination of this rider by the Policyholder; or
2. the Policy anniversary date on or next following Your [65,70]th birthday.

**Termination of Rider.** This rider will terminate on the earliest of:

1. the Policyholder's failure to pay premiums for this rider, subject to the Grace Period allowed;
2. the date Your coverage under the Policy terminates;
3. the date the Policy terminates.

There are no other changes to the Policy or Certificate.

In Witness whereof, Our president and secretary signed this rider as of the effective date shown on the Certificate Schedule.

  
Secretary

  
President

SERFF Tracking Number:	CLTR-126553452	State:	Arkansas
Filing Company:	National Guardian Life Insurance Company	State Tracking Number:	45232
Company Tracking Number:	NACC POL		
TOI:	H02G Group Health - Accident Only	Sub-TOI:	H02G.000 Health - Accident Only
Product Name:	Group Accident		
Project Name/Number:	Group Accident/NACC POL		

## Supporting Document Schedules

	<b>Item Status:</b>	<b>Status</b>
		<b>Date:</b>
<b>Satisfied - Item:</b> Flesch Certification	Approved-Closed	04/01/2010
<b>Comments:</b>		
<b>Attachments:</b>		
AR Consumer Information Notice.pdf		
Personal Accident Readability Certification.pdf		
AR Rule Reg 19 49 Certification.pdf		

	<b>Item Status:</b>	<b>Status</b>
		<b>Date:</b>
<b>Satisfied - Item:</b> Application	Approved-Closed	04/01/2010
<b>Comments:</b>		
Forms NGRAPP 02/10 and NEnroll 02/10 approved 3/8/10 - file 45093. Approved with critical illness forms but noted that these forms would be used with other programs.		

	<b>Item Status:</b>	<b>Status</b>
		<b>Date:</b>
<b>Satisfied - Item:</b> authorization to file	Approved-Closed	04/01/2010
<b>Comments:</b>		
<b>Attachment:</b>		
NGL CI and Accident Authorization Letter.pdf		

	<b>Item Status:</b>	<b>Status</b>
		<b>Date:</b>
<b>Satisfied - Item:</b> flesch certification	Approved-Closed	04/01/2010
<b>Comments:</b>		
<b>Attachment:</b>		
Personal Accident Readability Certification.pdf		



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## CONSUMER INFORMATION NOTICE

Policyholder Service Office of Company

Address: AlwaysCare Benefits, Inc.  
7800 Office Park Blvd  
PO Drawer 80139  
Baton Rouge, LA 70898-9100

Telephone Number: 1-888-729-5433

Agent (to be completed at time of application)

Name of Agent \_\_\_\_\_

Address \_\_\_\_\_

Telephone Number \_\_\_\_\_

If we at National Guardian Life Insurance Company fail to provide you with reasonable and adequate service, you should feel free to contact:

Arkansas Insurance Department  
Consumer Services Divisions  
1200 West Third Street  
Little Rock, Arkansas 72201-1904  
Phone: (501) 371-2640



CERTIFICATION OF COMPLIANCE  
FOR  
READABILITY

<u>Form Number(s)</u>	<u>Form Name</u>	<u>Flesch Readability Score</u>
NACC POL 3/10	Group Policy	50.3
NACC CERT 3/10	Group Certificate	52.9
NACCDI 3/10	Off-Job Accident Disability Income Rider	50.5
NACCDI24 3/10	24 Hour Accident Disability Income Rider	53.7

I hereby certify on behalf of National Guardian Life Insurance Company that the Flesch Scale Analysis Readability Score is accurate, based on the computer program used to calculate the scores. I further certify that in my judgment, the enclosed forms are readable under the rules and standards of your State.

Signature: Mathew J. Dew

Typed Name and Title: Mathew Dew, Vice President and General Counsel

Date: March 22, 2010

DATE: March 22, 2010

TO: Commissioner of Insurance  
Arkansas Insurance Department

RE: National Guardian Life Insurance Company

**CERTIFICATION  
RULES AND REGULATIONS 19 and 49  
CONSUMER INFORMATION NOTICE**

This is to certify that the referenced certificate of coverage form complies with the provisions of Rules and Regulations 19 and 49 and the consumer information notice, as well as all applicable requirements of the Arkansas Insurance Department.

Signed for National Guardian Life Insurance Company

Signature: Mathew J. Dew

Mathew Dew, Vice President and General Counsel  
*Type Name and Title*



## **NGL Insurance Group**

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*Mathew J. Dew  
Vice President & General Counsel  
(800) 626-7931, ext 5253  
FAX (608) 443-5153  
mjdew@nglic.com*

**DATE:** February 19, 2010

**TO:** State Insurance Departments

**RE:** Policy Filings – Group Critical Illness and Group Accident Insurance Policy

To Whom It May Concern:

National Guardian Life Insurance Company has engaged the services of Coulter & Associates to assist with its form filings. I hereby authorize Coulter & Associates, to represent National Guardian Life Insurance Company in regard to its Group Critical Illness and Group Accident filings in your state.

Very truly ours

Mathew J. Dew  
Vice President and General Counsel

MJD/c





CERTIFICATION OF COMPLIANCE  
FOR  
READABILITY

<u>Form Number(s)</u>	<u>Form Name</u>	<u>Flesch Readability Score</u>
NACC POL 3/10	Group Policy	50.3
NACC CERT 3/10	Group Certificate	52.9
NACCDI 3/10	Off-Job Accident Disability Income Rider	50.5
NACCDI24 3/10	24 Hour Accident Disability Income Rider	53.7

I hereby certify on behalf of National Guardian Life Insurance Company that the Flesch Scale Analysis Readability Score is accurate, based on the computer program used to calculate the scores. I further certify that in my judgment, the enclosed forms are readable under the rules and standards of your State.

Signature: Mathew J. Dew

Typed Name and Title: Mathew Dew, Vice President and General Counsel

Date: March 22, 2010